

RECORDATION NO. 14864-14

FILED 148

AUG 20 1992 -12 05 PM

INTERSTATE COMMERCE COMMISSION

**FIRST SUPPLEMENT
TO EQUIPMENT TRUST AGREEMENT**

(TRINITY INDUSTRIES LEASING COMPANY EQUIPMENT TRUST SERIES 4)

Dated as of August 13, 1992

Between

BANKERS TRUST COMPANY, SUCCESSOR TRUSTEE

AND

TRINITY INDUSTRIES LEASING COMPANY

FIRST SUPPLEMENT TO EQUIPMENT TRUST AGREEMENT dated as of August 13, 1992 (herein called this "First Supplement") between TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation (hereinafter called the "Company") and BANKERS TRUST COMPANY, a New York banking corporation (in its capacity as successor trustee under the Trust Agreement, hereinafter called the "Trustee").

PRELIMINARY STATEMENT

A. The Company and MBank Dallas, National Association ("MBank"), as original Trustee, entered into the Equipment Trust Agreement dated as of November 15, 1985 (as supplemented or amended to the date hereof, hereinafter called the "Trust Agreement").

B. All of the corporate trust business of MBank was assigned to the Deposit Insurance Bridge Bank, National Association (herein called "DIBB") by the Federal Deposit Insurance Corporation, as receiver for MBank, and pursuant to an Instrument of Resignation, Appointment and Acceptance dated as of April 17, 1989 among the Company, DIBB and Bankers Trust Company, DIBB resigned as original Trustee and Bankers Trust Company was appointed as successor Trustee.

C. The Trust Agreement was filed with the Interstate Commerce Commission (the "ICC") on December 18, 1985, under Recordation No. 14864.

D. Pursuant to the terms of a Purchase Agreement dated as of November 15, 1985 (hereinafter called the "Purchase Agreement"), among the Company and Trinity Industries, Inc., a Delaware corporation, and each of the institutional investors named in Schedule A thereto (such investors herein collectively called the "Purchasers"), the Purchasers have each purchased Equipment Trust Certificates issued or to be issued under the Trust Agreement.

E. Pursuant to Section 4.05(d) of the Trust Agreement, the Company has requested that the Trustee release cash deposited by the Company with the Trustee pursuant to Section 4.07(a) of the Trust Agreement.

F. The parties desire to supplement and amend the Trust Agreement as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Trust Agreement is hereby amended by adding to Exhibit A to the Trust Agreement the descriptions of rail cars contained in Exhibit A hereto and by adding to Exhibit B to the Trust Agreement the descriptions of Existing Leases contained in Exhibit B hereto; and such rail cars shall be

included in the trust created under the Trust Agreement and be subject to all of the terms and provisions thereof.

2. The Trust Agreement, as hereby amended, remains in full force and effect mutatis mutandis.

3. The Trust Agreement, as hereby amended, is in all respects ratified and confirmed, and all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

4. Terms used in this First Supplement shall have the respective meanings ascribed to them in the Trust Agreement.

5. The terms "Trust Agreement", "Agreement" or "Equipment Trust Agreement" as used in the Trust Agreement and all Exhibits thereto shall be construed to mean the Trust Agreement as amended by this First Supplement.

6. This First Supplement may be executed in several counterparts each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument. This First Supplement may be signed by each party hereto upon a separate copy in which event all of said copies shall constitute a single counterpart of this First Supplement. It shall not be necessary in making proof of this First Supplement to produce or account for more than one such counterpart.

7. This Supplement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Illinois (including the conflicts of laws rules), including all matters of construction, validity and performance.

8. The recitals herein are those of the Company and not the Trustee.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed effective as of the date first written above.

[Corporate Seal]

TRINITY INDUSTRIES LEASING
COMPANY

ATTEST:

Neil O. Shoop
Neil O. Shoop
Assistant Secretary

By K. W. Lewis
K. W. Lewis
Senior Vice President

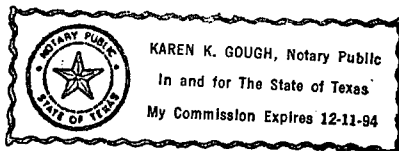
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this 13th day of August, 1992 before me personally appeared K. W. Lewis, to me personally known, who being by me duly sworn, says that he is the Senior Vice President of TRINITY INDUSTRIES LEASING COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Karen K. Gough
Notary Public

My Commission Expires:

[SEAL]



[Corporate Seal]

BANKERS TRUST COMPANY,
Successor Trustee

ATTEST:

Wanda Canacko
Assistant Secretary

By Carl H. Nasib
Name: CARL H. NASIB
Title: VICE PRESIDENT

STATE OF NEW YORK §
§
COUNTY OF NEW YORK §

On this 18th day of August, 1992 before me personally appeared Carl H. Nasib, to me personally known, who being by me duly sworn, says that he/~~she~~ is the Vice President of BANKERS TRUST COMPANY that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he/~~she~~ acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marjorie Stanley
Notary Public

My Commission Expires:

[SEAL] MARJORIE STANLEY
Notary Public, State of New York
No. 41-4986405
Qualified in Queens County
Certificate filed in New York County
Commission Expires Sept. 16, 1993

EXHIBIT A

DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity and Type</u>	<u>Class</u>	<u>Capacity</u>	<u>Initialed Car Nos.</u>
6 Hopper Cars	LO	4,750 Cu. Ft.	TILX 511589, 511603 511621, 511635 511639, 511649
2 Tank Cars	112J340W	34,000 Gal.	TILX 300350, 300356

EXHIBIT B

Description of Existing Leases

1. Railroad Car Lease Agreement, dated July 23, 1991, between Trinity Industries Leasing Company and Sunrise Cooperative, Inc. covering the following described railroad cars (Partial Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
6	4,750 Cu. Ft. LO Hopper Cars	TILX 511589, 511603 511621, 511635 511639, 511649

2. Railroad Car Lease Agreement, dated September 28, 1979, between Trinity Industries Leasing Company and Conoco, Incorporated (assigned to Vista Chemical Company) covering the following described railroad cars (Partial Rider 4):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
2	34,000 Gal. 112J340W Tank Cars	TILX 300350, 300356